

201031

June 24, 2020

WHEREAS, Dallas Fort Worth International Airport ("DFW Airport") serves the aviation needs of its Owner Cities of Dallas and Fort Worth; and

WHEREAS, Oncor Electric Delivery Company , LLC ("Oncor") has requested permanent easements on approximately 4.6032 acres of land being more fully described in Exhibit A, attached hereto and incorporated herein for all purposes (the Easement) for the construction, maintenance and use of electrical infrastructure on a parcel of land on the Northwest side of DFW Airport; and

WHEREAS, the DFW Airport Board presents the easements to the City Council of the City of Dallas for its approval in accordance with the Contract and Agreement between the cities of Dallas and Fort Worth, dated April 15, 1968, as amended, which established the Board as the operating Board of Directors for DFW Airport.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager or designee is hereby authorized to execute and granting Oncor Electric Delivery Company, approved as to form by the City Attorney, for a permanent easement for +/- 3.941 acres at the Airport's Northwest property to build and maintain electrical infrastructure, said easement being more fully described in Exhibit A, attached hereto and incorporated herein for all purposes.

SECTION 2. That the approvals and authorization contained in this resolution are further conditioned upon similar approvals by the City Council of the City of Fort Worth.

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved



ELECTRIC UTILITY EASEMENT

STATE OF TEXAS §
COUNTY OF TARRANT §
KNOW ALL MEN BY THESE PRESENTS:

That the City of Dallas, of the County of Dallas, State of Texas, pursuant to Resolution No. _____, adopted _____, and the City of Fort Worth, of the County of Tarrant, State of Texas, pursuant to M&C No. _____, adopted _____, hereinafter referred to as "Grantors", whether one or more, for the sum of One Million Six Hundred Four Thousand One Hundred Twenty-Three and 14/100ths Dollars (\$1,604,123.14) and other good and valuable consideration to the Dallas/Fort Worth International Airport Board, hereinafter referred to as "the Airport Board", receipt of which is hereby acknowledged, and for which no lien is retained either expressed or implied, have this day sold and by these presents do grant, bargain, sell and convey unto Oncor Electric Delivery Company LLC, a Delaware limited liability company, hereinafter referred to as "Grantee", an easement ("the Easement") to construct, reconstruct, and perpetually maintain, at Grantee's sole cost and expense, electric power and communications lines, each consisting of a variable number of wires and cables, and all necessary or desirable appurtenances, including supporting structures, foundations, guy wires and guy anchorages (collectively the "Facilities") over, under, across and upon all that certain tract of land at Dallas/Fort Worth International Airport ("DFW Airport"), Tarrant County, Texas, more particularly described in Exhibit A ("the Property"), which is attached hereto and incorporated herein for any and all purposes. The Easement shall include the subsurface of the Property to a depth of no more than 100 feet below existing ground level and the airspace above existing ground level of the Property to a height of no more than 170 feet.

Grantee shall have: (1) the right of ingress and egress over and along the Property, and a reasonable right of access over Grantor's adjacent lands to or from the Property, to construct, operate, improve, reconstruct, replace, repair, inspect, patrol, maintain and add or remove such Facilities as are necessary, convenient or desirable to erect thereon during the initial construction of the Facilities or at any time thereafter; (2) the right to install gates in all existing and future fences crossing the Property, provided such gates will be installed in a manner that will not weaken such fences; (3) the right to relocate the Facilities along the same general direction of said lines within the Property; (4) the right to trim and cut down trees and shrubbery on the Property, including by use of herbicides or other similar chemicals approved by the Airport Board's Environmental Affairs Department, to the extent necessary to prevent possible interference with the operation of the Facilities or to remove possible hazards thereto; and (5) the right to remove at Grantee's expense, or to prevent the construction on the Property of, any or all buildings, structures and obstructions not permitted by the Easement. Grantee shall have the right to install, construct, and operate additional Facilities if necessary, within the Property where Grantee determines, in its sole discretion, that demand for electricity or the efficient operation of the line requires additional circuits.

In addition to the consideration above recited for the Easement hereby granted, the Grantee will pay to the Airport Board, and to any tenants on the Property, as they may be respectively entitled, for actual damages to fences and growing crops and improvements located on the Property caused by reason of the construction, maintenance, addition or removal of said Facilities; provided, however, that no such payment will be made for trimming or removal of trees growing on the Property, nor for removal of

buildings, structures, or obstructions erected upon the Property after granting of this Easement and not permitted thereunder.

Grantor shall not make or cause any changes in grade, elevation, or contour of the land (except those activities, excluding terracing, associated with normal agricultural activities) within the Property without first providing advance notice and obtaining prior written consent to do so from Grantee. If written consent is not obtained prior to any action by Grantor that causes any changes in grade, elevation, or contour of the land within the Property, Grantor shall, upon demand from Grantee, at Grantor's expense, restore the Property to its previously existing condition. Grantor shall not perform any excavations, trenching, or other soil disturbing activities (except those activities, excluding terracing, associated with normal agricultural activities) that will interfere with the Facilities, specifically endanger the integrity of the supporting structures or foundations or other facilities, as applicable, or perform any other activities that may remove, reduce, or adversely affect or impact the lateral support of the supporting structures or foundations or other facilities, as applicable, without first providing advance notice and obtaining prior written consent to do so from Grantee. If prior written consent is not obtained by Grantor prior to performing any excavation, trenching or other soil disturbing activity that endangers the integrity of the supporting structures or foundations or other facilities, as applicable, Grantor shall, upon demand from Grantee, at Grantor's expense, restore the Easement to its previously existing condition.

Grantor reserves the right to use the Easement area provided such use shall not include the planting of trees thereon or any other use that would interfere with the exercise by the Grantee of the rights hereby granted. Grantor further reserves the right to lay out, dedicate, construct, maintain and use across the Property such roads, streets, alleys, driveways, vehicular or truck parking lots, railroad tracks, underground telephone cables and conduits and gas, water and sewer pipe lines as will not interfere with Grantee's use of the Property for the purpose of the Easement, provided all such facilities (aside from any vehicular lots not to include 18-wheeler parking) shall be located at angles of not less than 45 degrees to any of Grantee's lines, and shall be so constructed as to provide with respect to Grantee's Facilities the minimum clearances provided by law and recognized as standard in the electrical industry, as same may change from time to time. Grantor also reserves the right to erect fences not more than 8 feet high across the Property, provided all such fences shall have gates, openings, or removable sections at least 20 feet wide which will permit Grantee reasonable access to all parts of the Property. Should Grantee later determine that a width greater than 20 feet is necessary, then Grantee shall have the right to install at its expense additional or wider gates. Grantors further reserve the right to construct and maintain a pedestrian exercise path that runs linear with the Easement provided no landscaping, seating or other path appurtenances are permitted. Grantors reserve for the benefit of the Airport Board a right of access to all parts of the Property for any lawful purpose, and nothing in this Easement shall be implied as a waiver of the Grantors' or the Airport Board's rights of inspection of all Facilities and activities on the Property, both as the owners of the Property and the municipal governmental authority thereof.

Nothing in the Easement shall affect Grantors' title to all of the oil, gas and other minerals in and under and that may be produced from the Property or any land at DFW Airport provided that the surface of the Property shall not be used for the purpose of exploring, developing or mining or drilling for same in a manner that interferes with Grantee's use of the surface and subsurface of the Easement for the permitted purposes.

Grantors retain for their own benefit, and for the benefit of all aircraft operators, a right of avigation above the Property. Said right of avigation includes the right of free and unobstructed passage of aircraft, by whomsoever operated, in the airspace above and adjacent to the Property, together with the

right in all such airspace to cause damages to the Property, or to persons occupying or on the Property, from noise, vibration, fumes, dust, fuel, lubricant particles, and all other effects that may be caused by the operation of aircraft in such airspace. Grantors, their successors and assigns, also reserve and retain a continuing right to take any action necessary to prevent the erection or growth of any structure, tree or other object into such airspace and to remove from such airspace any and all structures or other objects that may at any time project or extend into same, together with the right of ingress to, egress from and passage over the Property for such purposes. Further, as a condition of the Easement, and as part of the consideration therefor, Grantee, by the acceptance of this grant, does hereby waive, release, and forever acquit Grantors, the Airport Board, and their respective successors and assigns, and their officers, agents and employees, from and against any and all claims for damages of any kind that Grantee might hereafter assert by reason of the passage of any and all aircraft within such airspace. By acceptance of this grant, Grantee agrees not to file a claim or lawsuit against Grantors, the Airport Board, and their respective successors and assigns, and their officers, agents and employees, for personal injury (including death), property damage or other harm suffered by any person or persons that may arise out of or be occasioned by the operation of aircraft, within such airspace or adjacent thereto, landing at or taking off from, or operating at, on, or adjacent to the DFW Airport as it is now or as it may hereafter be configured, or any other airport owned by either of the Grantors, except that the release provided for in this paragraph shall not be construed to release the owners or operators of aircraft from liability for damage or injury to persons or property caused by falling aircraft or falling physical objects from aircraft, except as stated herein with respect to noise, vibration, fumes, dust and lubricant particles. Said right of avigation and other rights reserved and retained herein by Grantors shall be binding upon Grantee, Grantee's successors, heirs, executors, administrators and assigns, and shall be a covenant running with the land.

The Easement is subject to all other easements, leases, agreements, licenses, or other interests that affect the Property, and that are matters of public record or would otherwise be disclosed by title examination, survey, investigation or inquiry, including without limitation the rights of parties in possession of the Property, whether over, upon, under, through, in or across the Property ("the Occupancy Interests"). The Easement is also subject to any utilities, pipelines or communications facilities, including without limitation water and wastewater lines, gas lines, and storm sewers, owned or operated by Grantors or any other entity, public or private ("the Utilities"). Grantee shall be solely responsible, at its expense, for determining and verifying the location of Occupancy Interests and Utilities in, on or around the Property and the Easement and for properly protecting and relocating the Occupancy Interests and the Utilities, including without limitation those owned by Grantors or Airport Board. Any information that has been provided or is provided by Grantor or Airport Board regarding the location of any Occupancy Interests or Utilities, whether within the Easement, the Property or elsewhere, is for general information only and shall not relieve the Grantee of the above-stated obligation to independently determine and verify the location of Occupancy Interests and Utilities.

Grantee acknowledges that Grantors have the power of eminent domain as to the Easement, and if it ever becomes necessary for Grantors to take part or all of the Property for a public purpose, Grantors shall have the option of mitigating their duty to pay just compensation by relocating the Easement and all affected facilities at Grantors' or Airport Board's expense. Except as set forth herein, neither Grantors nor the Airport Board shall be obligated by the Easement to construct any improvements on the Property or improvements servicing the Property.

All improvements constructed on the Easement by Grantee or for Grantee, as well as all alterations or additions thereto made by Grantee, shall be owned by Grantee; provided that upon termination or abandonment of the Easement by Grantee, the Airport Board shall have the right, within the Airport

Board's sole discretion, to compel Grantee to either (a) remove improvements and restore the Property as specified by the Airport Board, at Grantee's expense, or (b) abandon and not remove improvements as specified by the Airport Board, nor waste, destroy, demolish or alter them, without payment of consideration therefor, which upon such abandonment shall become automatically owned by Airport Board, without the need for any further deed or documentation.

Grantee shall not consent to any liens on the Property, and Grantee shall undertake at its sole expense to discharge or void any liens involuntarily asserted against the Property as a result of Grantee's operations within the Property.

In the event of a conflict between the ordinances, codes, rules or policies of Grantors or the Airport Board and those of Grantee, those of Grantors or the Airport Board shall be controlling. Notwithstanding anything that could be construed to the contrary, and as a condition of the Easement, and as part of the consideration therefore, Grantee, by the acceptance of this grant, expressly agrees that no construction shall be performed on the Property or within the Easement until Airport Board has reviewed and approved Grantee's plans and has issued a permit allowing such construction pursuant to provisions of Airport Board's Construction and Fire Prevention Resolution or any other rules and regulations of Airport Board.

GRANTORS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS, TO CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) EXCEPT FOR THE WARRANTY OF TITLE IN THIS GRANT, ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, GRANTORS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE IN OR ON THE PROPERTY OF ANY ENVIRONMENTAL SUBSTANCES, HAZARDS OR CONDITIONS OR PRESENCE OF ANY ENDANGERED OR PROTECTED SPECIES THEREON. FOR PURPOSES HEREOF, "ENVIRONMENTAL SUBSTANCES" MEANS THE FOLLOWING: (A) ANY "HAZARDOUS SUBSTANCE" AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, 42 U.S.C.A. SECTION 9601 ET. SEQ., AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER, (B) ANY "HAZARDOUS SUBSTANCE" UNDER THE TEXAS HAZARDOUS SUBSTANCES SPILL

PREVENTION AND CONTROL ACT, TEX. WATER CODE, SECTION 26.261, ET. SEQ., AS AMENDED, (C) PETROLEUM OR PETROLEUM-BASED PRODUCTS (OR ANY DERIVATIVE OR HAZARDOUS CONSTITUENTS THEREOF OR ADDITIVES THERETO), INCLUDING WITHOUT LIMITATION, FUEL AND LUBRICATION OILS, (D) ANY "HAZARDOUS CHEMICALS" OR "TOXIC CHEMICALS" UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C.A. SECTION 651 ET SEQ., AS AMENDED, (E) ANY "HAZARDOUS WASTE" UNDER THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C.A. SECTION 6901 ET SEQ., AS AMENDED, (F) ASBESTOS, (G) POLYCHLORINATED BIPHENYLS, (H) UNDERGROUND STORAGE TANKS, WHETHER EMPTY, FILLED, OR PARTIALLY FILLED WITH ANY SUBSTANCE, (I) ANY SUBSTANCE, THE PRESENCE OF WHICH IS PROHIBITED BY FEDERAL STATE OR LOCAL LAWS AND REGULATIONS, AND (J) ANY OTHER SUBSTANCE WHICH BY FEDERAL, STATE OR LOCAL LAWS AND REGULATIONS REQUIRES SPECIAL HANDLING OR NOTIFICATION OF GOVERNMENTAL AUTHORITIES IN ITS COLLECTION, STORAGE, TREATMENT OR DISPOSAL. REFERENCES TO PARTICULAR ACTS OR CODIFICATIONS IN THIS DEFINITION INCLUDE ALL PAST AND FUTURE AMENDMENTS THERETO, AS WELL AS APPLICABLE RULES AND REGULATIONS AS NOW OR HEREAFTER PROMULGATED THEREUNDER.

TO HAVE AND TO HOLD the Easement herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee and its assigns until terminated or abandoned; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the said easement herein conveyed unto Grantee and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantors but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on the dates acknowledged below.

CITY OF FORT WORTH
_____, City Manager

By: _____
Name: _____
Title: _____

Approved as to form:
Sarah Fullenwider, Fort Worth City Attorney

By: _____
Name: _____
Title: _____

Attest:

Mary Kayser, City Secretary

CITY OF DALLAS

_____, City Manager

By: _____
Name: _____
Title: _____

Approved as to form:
Chris Caso, Dallas City Attorney

By: _____
Name: _____
Title: _____

Attest:

Biliera Johnson, City Secretary

Acknowledgment

State of Texas
County of Tarrant

This instrument was acknowledged before me on _____ by
_____, _____ of the City of Fort Worth, a
municipality, on behalf of said municipality.

Notary Public's Signature

Acknowledgment

State of Texas
County of Dallas

This instrument was acknowledged before me on _____ by
_____, _____ of the City of Dallas, a municipality,
on behalf of said municipality.

Notary Public's Signature

201031

After recording please return this instrument to:

Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Freeway
Dallas, Texas 75202-1234